

## PRIVACY

### **POLICY FOR THE MANAGEMENT AND PROTECTION OF PERSONAL INFORMATION OF USERS OF THE *LUMII WIFI* MOBILE APPLICATION.**

Date of last update: December 11, 2025

#### **DEFINITIONS**

**We/us/our** refers to: **Lumii Solutions**;

**Personal information** means: any information that relates to an individual and that, either alone or in combination with other data, allows that individual to be identified;

**You/your** refers to: any person who has downloaded the **Lumii Wifi** mobile application;

**The application** refers to: the **Lumii Wifi** mobile application.

#### **TERMS**

This *Policy* applies to users of the **Lumii Wifi** mobile application. It provides details on the management and protection of your personal information when you download the **Lumii Wifi** mobile application and use its features.

The following terms and conditions govern and apply to the use of the **Lumii Wifi** mobile application, maintained by **Lumii Solutions**.

By accessing the **Lumii Wifi** mobile application, you acknowledge that you have read and understood the application's *Privacy Policy* and agree to be bound by these terms and conditions. Please note that **Lumii Solutions** may modify the *Policy* at any time without notice.

#### **THE *LUMII WIFI* MOBILE APPLICATION**

**Lumii Wifi** is an amazing mobile application that offers a unique combination of design and capabilities while enabling seamless delivery of your services. This mobile application offers everything you need to check every aspect of the connected home experience.

#### **PRIVACY POLICY**

**Lumii Solutions** takes your privacy very seriously. That is why we have implemented this *policy* to govern our practices regarding the processing of personal information. This *Policy* describes our practices regarding privacy and the protection of personal information, including how we process, collect, use, and disclose your personal information. By visiting or using the **Lumii Wifi** mobile application, you agree that we may process, collect, use, transfer, disclose, and store your personal information in accordance with the terms of this *Policy*. We may be required to disclose your personal information to external sources in accordance with applicable *laws* and regulations or generally accepted practices in telecommunications.

## **PRINCIPLES FOR THE PROTECTION OF PERSONAL INFORMATION**

### **Responsibility**

We are responsible for the personal information we hold or control, including information entrusted to a third party, and have implemented security measures to ensure its confidentiality.

### **Limitation of Collection**

We collect only the information necessary for the purposes specified in this *Policy*. Collection may also be carried out through our service providers.

## **PROCESSING OF PERSONAL INFORMATION**

Once you have downloaded the *Lumii Wifi* mobile app to create your account and verify your identity, we ask you to provide us with personal information as part of your activities, such as: your contact details, first and last name, mailing address, email address, home and/or cell phone number, date of birth information about your services, information you choose to provide; information collected automatically when using the app, including: connection information and other information about your activities on the app, such as your IP address, the time and date of your visits, the type of browser you use, and geolocation data. In each case, this personal information is processed in accordance with legitimate and necessary purposes. You can opt out of receiving notifications from the application at any time by changing your communication preferences in your account settings under the "Profile" section of the mobile application.

We may use your personal information for legitimate security purposes, to operate, administer, maintain, monitor, develop, improve, and offer all features of the application, to improve our services and develop new services and features for the application, and to send you messages, updates, security alerts, and account notifications.

## **DISCLOSURE OF PERSONAL INFORMATION**

We may disclose your personal information to our consultants, agents, and other trusted third parties who need this information to help us operate the application, carry out, protect your activities, or serve you, to our authorized service providers and suppliers who provide us with services such as website hosting, data analysis, information technology and related infrastructure services, customer service, email delivery, auditing, and similar services for the purpose of enabling them to provide such services; to service providers to enable them to send you marketing and other communications that you have opted in to receive from us, subject to your designated communication preferences; to third parties for the purposes we disclose to you at the time of collection; to third-party event organizers, logistics coordinators, and hotels, restaurants, or other event venues (virtual or physical), when you have registered for a *Lumii Solutions*-sponsored event, and in connection with subscription services for Internet applications, as specified in the terms of use applicable to those applications.

We are also required to disclose information in certain circumstances to comply with a court order, law, or legal process, including to respond to any governmental or regulatory request, to enforce our rights arising from any agreement between you and *Lumii Solutions*, or if we believe that disclosure is necessary or appropriate to protect the rights, property, or safety of *Lumii Solutions*, our customers, or other third parties; with our professional advisors, such as auditors, law firms, or accounting firms, as service providers; and to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of part or all of our assets, whether as part of a business or in the event of bankruptcy, liquidation, or similar proceedings, in which your information held by us is among the assets

transferred, provided that they have first agreed in writing to ensure the confidentiality of your personal information in accordance with *the applicable laws* in the province of Quebec and Canada.

We do not sell, exchange, or otherwise disclose your personal information to third parties, subject to exceptions provided for by *law* or unless we have obtained your prior consent.

## **RETENTION OF PERSONAL INFORMATION**

We retain your personal information only as long as necessary to fulfill the purposes for which it was collected and to the extent permitted or required by *law*. We will retain your data and personal information for as long as the application requires it.

Your personal information is not used or disclosed for purposes other than those for which it was collected, unless you consent or when required or permitted by *law*. We may be required to disclose your personal information to external sources in accordance with applicable *legal* and regulatory requirements or generally accepted telecommunications practices. The personal information we have about you will only be retained for as long as necessary for the purposes specified in this policy. When it is no longer necessary for the specified purposes or to meet *legal* requirements, it will be destroyed, erased, or de-identified. We use external providers to administer certain aspects of the application's functionality. If we need to share some of your personal information with them, we ensure, through contractual or other means, that it is protected by measures offering a comparable level of protection and that it is transmitted securely. In addition, we ensure that only the information necessary for the provision of services is transmitted and that it is used only in accordance with this *policy* and the terms of use of the features. We may share your personal information with service providers located outside Canada or who host your information there. Your personal information would then be subject to *the laws* of that country and could therefore be accessible to the authorities there.

## **WITHDRAWING YOUR CONSENT**

Downloading the application and using each of its features is entirely voluntary. If you disagree with certain practices regarding the management and protection of personal information or with certain terms of use, you should refrain from or stop using it. You may withdraw your consent to the collection, use, and disclosure of your personal information at any time by terminating your participation in the various features, subject to any legal or contractual obligations we may have. For more information on terminating your participation, please refer to the specific terms of use for the various features or contact us.

## **SECURITY AND ARCHIVING**

### **Security Measures**

We are committed to maintaining the security of your personal information and taking what we believe to be reasonable and industry-recognized protective measures designed to protect against accidental, illegal, or unauthorized access, disclosure, or use. The personal information contained in your file is accessible only to those persons authorized to have access to it and qualified to review it, and only when necessary in the course of their duties.

However, transmissions over the Internet are never completely secure, and we cannot guarantee the security or preservation of the integrity of the data transmitted. Please consider this fact before transmitting personal information or information you consider confidential through the application.

## **Archiving**

The personal information we collect is archived and processed on servers located in Quebec and in accordance with the *laws* of the province of Quebec and Canada. By submitting or registering personal information via the application, you consent to such archiving and processing in these locations. If you do not consent, do not submit your personal information and do not proceed with event registration.

## **USE OF CONTENT**

We may provide you with certain information as a result of your use of the application, including, without limitation, documents, data, or information developed by us, or any other item that may assist you in using the application or services. The content may not be used for any purpose other than the use of the application and the services offered on it. Nothing herein shall be construed as granting you any license or intellectual property rights.

## **INTELLECTUAL PROPERTY**

All intellectual property rights in the application are owned by us, **Lumii Solutions**, or our licensors and include any element protected by copyright, trademark, or patent. All content on the application, including, but not limited to, text, software, code, design, graphics, photos, sounds, music, videos, interactive features, and any other content, is a collective work under Canadian law or any other copyright law and is the property of **Lumii Solutions**. The elements appearing on this site may not be copied, reproduced, republished, downloaded, displayed, transmitted, distributed, or modified, in whole or in part, whether in text, graphic, audio, video, or executable form, without written permission.

All rights reserved.

## **USE OF COOKIES**

When using the application, information about you may be stored in small data files installed by us or third parties on your mobile device to facilitate safe browsing. These cookies help us operate, protect, optimize, and better understand, the traffic, and interactions that take place on it. Cookies do not cause any material damage to your mobile device and are not used to extract your personal information.

## **MANAGING AND DELETING COOKIES**

You can use your browser settings to manage your cookie preferences and delete existing cookies.

## **USER ACCOUNT AND USE OF THE ACCOUNT**

If your use of the **Lumii Wifi** mobile application requires an account that identifies you as a user:

- a) You are solely responsible for your user account, the maintenance, confidentiality, and security of your user account and all passwords associated with your user account, as well as the activity of any person who has access to your account with or without your permission;
- b) You agree to immediately notify us of any unauthorized use of your user account, service through your user account, password linked to your user account, or any other breach of the security of your user account or service provided through your user account, and you agree to assist us, as we may request, in stopping or remedying any security breach related to your account;

c) You agree to provide true, accurate, and current user information, as we may request from time to time, and you agree to notify us of any changes to your user information as required so that the information we hold is true, accurate, and current.

#### **ACCEPTABLE USE OF THE *Lumii Wifi* MOBILE APPLICATION**

You agree not to use the application for any unlawful purpose or any other purpose prohibited under this clause. You agree not to use the application in any way that could harm our services or our business.

You also agree not to use the application for the following purposes:

- a) Harassing, abusing, or threatening others or otherwise violating the rights of any person;
- b) Infringing on the intellectual property of **Lumii Solutions** or any other third party;
- c) Upload or transmit computer viruses or any other software that could damage **Lumii Solutions'** property;
- d) Committing fraud;
- e) Creating or participating in illegal gambling, lottery, or pyramid scheme activities;
- f) Publish or distribute obscene or defamatory material;
- g) Publish or distribute any material that incites violence, hatred, or discrimination against any group whatsoever;
- h) Illegally collect information about others.

It is recommended that you use and update antivirus, anti-spyware, and firewall software on your mobile device that accesses the website.

#### **PRIVACY RIGHTS**

We comply with applicable data protection *laws*. Users have the following rights:

- a) Request access to the personal information we process about you;
- b) Ask us to correct inaccurate or incomplete personal information about you;
- c) Request the deletion of personal information about you;
- d) Request temporary or permanent restrictions on our processing of all or part of your personal information;
- e) Request the transfer of personal information to you or a third party when we process data based on your consent or a contract with you, and when our processing is automated; and
- f) Refuse or object to our use of personal information about you when our use is based on your consent or our legitimate interests.

To exercise one or more of these rights, please see the "Managing Your Personal Information" section below. We will endeavor to respond to your request within thirty (30) days. It is important that your request contains reasonable details so that we can respond appropriately. We will honor requests you make regarding your rights to the extent permitted by applicable law, which means that in some cases there may be legal or other reasons why we are unable to respond to the specific request you make regarding your rights.

#### **MANAGING YOUR PERSONAL INFORMATION**

You may have the right to correct, update, delete, or request access to the personal information you have provided to us. These rights are limited and may not be available to you depending on where you are located. For your protection, we will only respond to requests regarding personal information about you (and not about anyone else), and we may need to verify your identity before responding to your request.

We may need to retain certain information for recordkeeping purposes, as required by applicable legal obligations. And even if you have a right to deletion, some of your information may remain in our systems and other records or archives, in accordance with applicable *law*.

#### **DATA PROTECTION OFFICER**

We have appointed a Data Protection Officer to ensure compliance with this *Privacy Policy*. If you have any questions about this Privacy Policy or how we process your personal data, please contact the Data Protection Officer at the following email address: [donneeswifi@lumii-solutions.com](mailto:donneeswifi@lumii-solutions.com)

#### **THIRD-PARTY WEBSITES AND SERVICES**

This *Privacy Policy* does not address, and we are not responsible for, the policies and practices of third parties or other organizations that are not **Lumii Solutions** service providers, including policies and practices related to privacy and security, data collection, processing, use, storage, and disclosure. These parties include any third party operating a website or service to which the website links (and the inclusion of a link on the website does not imply endorsement of the linked site or service), and any providers of mobile or other applications, social media platform, operating system providers, wireless service providers, or device manufacturers, in each case used in connection with your use of the website.

#### **DATA CONTROLLER AND CONTACT INFORMATION**

The data controller for this website is **Lumii Solutions**. If you have any questions about this *Privacy Policy*, please contact us at:

##### **LUMII SOLUTIONS**

Attention: Legal Department  
8 Frère André Boulevard  
P.O. Box 68  
Mont-Saint-Grégoire  
Quebec, J0J 1K0

Or contact us by email at the following address: [donneeswifi@lumii-solutions.com](mailto:donneeswifi@lumii-solutions.com)

#### **INDEMNIFICATION**

To the extent permitted by *law*, in the event of any claim by a third party against the application or its representatives or agents in connection, directly or indirectly, with your breach of these terms and conditions, you agree to defend us and hold us harmless from any loss in connection with such claims, including legal fees.

#### **LIMITATION OF LIABILITY**

We strive to provide the application in a secure and fault-free environment. However, you agree that your use of the application and your actions or omissions based on the information provided on the application are at your own risk. We provide the application "as is," without express or implied warranties, including implied warranties of accuracy of information. There is also no guarantee that the application will be error-free or that it will always operate without interruption, delay, or imperfection. To the extent permitted by *law*, we assume no liability to you or any other person for any loss or damage whatsoever, including special or indirect damages that you may suffer, directly or indirectly, as a result of the use or operation of the application, the information contained therein, your actions or omissions based on the information provided on the application or its content, or any other website you may access through the application.

## GENERAL PROVISIONS

### Default

The failure or delay by the application to exercise any right, remedy, or privilege under these terms and conditions shall not constitute a waiver of such right, remedy, or privilege. Similarly, **Lumii Solutions** is under no obligation to subsequently exercise any right, remedy, or privilege that it has not previously exercised, in whole or in part.

### Applicable law

These terms and conditions, their interpretation, execution, application, validity, and effects are subject to the *laws* in force in the province of Quebec and the *laws* in force in Canada governing, in whole or in part, all of the provisions contained herein. To the extent permitted by *law*, any claim, directly or indirectly, under these terms and conditions shall be subject to the exclusive jurisdiction of the court of the judicial district of Iberville, province of Quebec.

### Revisions and Updates

We may modify this *Privacy Policy* as necessary in accordance with new *laws*. We suggest that you review this *Privacy Policy* regularly to stay informed about how we collect, use, and transfer personal information.

### Miscellaneous

If you have any questions about this *Policy*, please contact our customer service department:

#### LUMII SOLUTIONS

380, 4<sup>e</sup> Avenue

P.O. Box 911

Saint-Jean-sur-Richelieu

Quebec J2X 4J5

☎ 450 346-0057

☎ 1 888 346-0057

By filling out the form on our website: [Contact us](#)

## ELECTRONIC COMMUNICATIONS

You agree that we may send you information, including by electronic means, to any email address you provide at the time of registration.

Produced by **CALIX** for **Lumii Solutions**

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